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Instructional Cover Sheet

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ISSUING OFFICE:

USDA-Forest Service  
Utah Acquisition Support Center  
2222 West 2300 South  
Salt Lake City, UT 84119-2020  
FAX: 801-975-3483 Phone: 801-975-3367

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SOLICITATION NO: AG-84N8-S-16-0144

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SET-ASIDE: SMALL BUSINESS

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PROJECT NAME: BUCKBOARD WATER TOWER MODIFICATIONS, ASHLEY NATIONAL FOREST

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REPLY DUE DATE: AUGUST 12, 2016 @ 1:00 P.M. MST

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IMPORTANT NOTICE TO OFFEROR – AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR OFFER:

- SF1442 – complete, sign, & date (Page 2)
- Schedule of Items (PAGE 3-4)
- Experience & Equipment Questionnaire (PAGE 60-62)
- Statement and Acknowledgement, Attachment
- Technical Response as Identified in Section M

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ENSURE THE SOLICITATION NUMBER IS ON THE OUTSIDE OF YOUR ENVELOPE & RETAIN A COPY OF THE SOLICITATION FOR YOUR RECORDS. RETURN TO ADDRESS ABOVE (ISSUING OFFICE).

ATTN: ELOUISE FOWLER

SOLICITATION: AG-84N8-S-16-0144

E-MAIL: [EFOWLER@FS.FED.US](mailto:EFOWLER@FS.FED.US)

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FAR 52.204-7 In order to be considered for any award, it is required that contractors be **REGISTERED, ACTIVE, AND VALID** in the System For Award Management (SAM) Database at the time of the award. By signing the contractor's offer, the contractor is stating they are a small business under the NAICS Code and Size Standard on this solicitation.

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INSTRUCTIONS FOR REGISTERING AT SAM CAN BE FOUND AT THE FOLLOWING WEBSITES:

<https://www.sam.gov> or <http://www.acquisition.gov>

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<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-16-0144	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/30/2016	PAGE OF PAGES
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 813524	6. PROJECT NO.		
7. ISSUED BY  USDA – FOREST SERVICE UTAH ACQUISITION SUPPORT CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY UT 84119-2020	CODE 84N8	8. ADDRESS OFFER TO 84N8  USDA – FOREST SERVICE UTAH ACQUISITION SUPPORT CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY UT 84119-2020		
9. FOR INFORMATION CALL: ➔	A. NAME Lance Valentine, Technical Elouise Fowler, Contractual	B. TELEPHONE NO. (Include area code) <b>(NO COLLECT CALLS)</b> 435-790-5988 801-975-3367		

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Buckboard Water Tower Modifications, Ashley National Forest, Flaming Gorge Ranger District, Flaming Gorge National Recreation Area, Sweetwater County, Wyoming

There is no Site Visit scheduled for this solicitation.

11. The Contractor shall begin performance within 3 calendar days and complete it within 28 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>15.</u> )	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS Not Applicable
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1:00 P.M. local time August 12, 2016</u> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required, <u>unless offer exceeds \$150,000</u> .	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

## PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### Buckboard Water Tank Modifications Flaming Gorge Ranger District, Ashley National Forest Sweetwater County, Wyoming

This solicitation and any resulting contract is a firm-fixed price type of contract, which under the definition in FAR 16.202-1, “this type of contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss.”

**Quoter’s shall submit a quote for all Base Items and all Optional Items in the Schedule of Items. Failure to comply with the instructions may render your quote nonresponsive and ineligible for contract award.**

Prices on the Schedule shall reflect Contractor’s full cost for materials, labor, supervision, overhead costs, and incidental items.

#### B- 1 Schedule of Items

Schedule of Items Canyon Rim Overlook Wall Construction						
Item No.	Description	Method of Meas	Unit	Qty	Price	Total
	<b>BASE BID ITEM</b>					
011900	Mobilization	LSQ	LS	LS	\$	\$
033020	Concrete – Splash Pad	LSQ	LS	LS	\$	\$
033100	Structural Grout	LSQ	LS	LS	\$	\$
051200	Structural Steel Framing – Tie Rod Tensioning	LSQ	LS	LS	\$	\$
099600	High-Performance Coatings – Painting Inlet/Outlet Pipe	LSQ	LS	LS	\$	\$
221110-1	Steel Water Pipe – Including Pipe Attachments, #24 Mesh Screen, Steel Plate and Welding	LSQ	LS	LS	\$	\$
221110-2	Access Hatch Gasket – Government Furnished Gasket Material	LSQ	LS	LS	\$	\$
<b>TOTAL BASE BID →</b>						<b>\$</b>

\* Designated Method of Measurement: DQ - Designed Quantities, AQ - Actual Quantities, LSQ - Lump Sum Quantities, SQ - Staked Quantities, CQ - Contract Quantities

**B- 2** Quote on all items. Only quotes to the nearest cent will be accepted.

**B- 3 Payment for Bond Premiums:** Payment for bond premiums in accordance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not be in addition to the contract price.

**B- 4 Written Acceptance**

Any contract resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor.

Name of Company (please  
print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Company Agent: \_\_\_\_\_

DUNs Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **PART I - THE SCHEDULE**

### **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **GENERAL SPECIFICATIONS BUCKBOARD WATER TANK MODIFICATIONS**

**100% Submittal – 7/14/2016**

#### **1.1 SCOPE OF CONTRACT**

- A. This project consists of correcting the deficiencies in the Buckboard water tower as instructed by the Environmental Protection Agency. The work includes connecting a 4" diameter steel pipe to the existing overflow pipe, welding the new steel pipe to the existing tower, installing a concrete splash pad, installing a #24 mesh screen at the outlet of the new pipe, cutting and installing a gasket on the access hatch on the top of the tank (government provided gasket material), removing and replacing structural grout at the base of each column, tightening the water tower tie rods to manufacturer's recommendations, and painting the new pipe and other parts of the water tank that need to be repainted as shown on the drawings.
- B. Quantities associated with these options are identified in the Schedule of Items.

#### **1.2 PROJECT LOCATION**

- A. The project is located on the Flaming Gorge National Recreation Area of the Flaming Gorge Ranger District of the Ashley National Forest, Sweetwater County, Wyoming in Section 29, T15N, R108W, in the Salt Lake Meridian. It is located approximately 20 miles northeast of Manila, Utah. The project may be accessed from Wyoming State Highway 530 and Forest Roads 009 and 054.

#### **1.3 SITE INFORMATION AND LIMITATIONS**

- A. The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:
  - 1. Construction site will be closed to the public during construction. Work is located on a Service Road only so there should be no public on the road to the project site. The Contractor will be responsible for signing and limiting public access in the event that a public does venture too close to the project site on the Service Road
  - 2. Contractor will provide all materials and labor necessary to protect streams, wet or dry, during construction activities.
  - 3. All construction equipment shall be pressure washed before entering National Forest System lands. The removal of mud and debris from treads, tracks and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brushguard assemblies will be required. The purpose is to reduce or eliminate the transportation of noxious weeds, which is required by Federal and State regulations.
  - 4. Utilities are not available at the site for construction purposes.

5. The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work.

#### 1.4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

- A. No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR and Wyoming Department of Transportation. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

#### 1.5 WORK CAMPS, STAGING AND STORAGE AREAS

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage trailers (work) on site.
- B. No overnight camping will be allowed on site. Buckboard Campground, less than 1 mile from the project site, would be available for camping at the general public fee.

#### 1.6 INSPECTION OF WORKSITE

- A. The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

#### 1.7 START DATE

- A. Summer of 2016

#### 1.8 CONTRACT TIME

- A. Base Bid: 30 Calendar Days

#### 1.9 SPECIFICATIONS

- A. The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

Section 011250 - Measurement And Payment

Section 011900 - Mobilization

Section 013300 - Submittal Procedures

Section 014100 - Quality Control

Section 024100 - Waste Material Disposal

Section 033020 - Concrete From Packaged Dry Mix For Minor Structures

Section 033100 - Structural Grout

Section 051200 - Structural Steel Framing

Section 099600 - High-Performance Coatings

Section 221110 - Steel Water Pipe

END OF SECTION C

July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 011250 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Measurement and payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work, labor, materials, equipment, and incidentals necessary to successfully complete the project will be considered as included in the payment for items shown. This section defines the method of measurements and basis of payment for work items listed in the Schedule of Items.
- B. When more than one class, size, type, thickness, etc. is specified in the Schedule of Items for any pay item, suffixes will be added to the item number to differentiate between the pay items.

1.2 DETERMINATION OF QUANTITIES

- A. The following measurements and calculations shall be used to determine contract quantities for payment.
  - 1. For individual construction items, longitudinal and lateral measurements for area computations shall be made horizontally or corrected to horizontal measurement unless otherwise specified. Measurements for geotextiles, netting and erosion control blankets shall be along slope lines.
  - 2. For excavation or embankment volumes, the average end area method shall be used to compute volumes. However, if in the judgment of the Contracting Officer (CO), the average end area method is impractical, measurement shall be made by volume in hauling vehicles or by other three-dimensional methods.
  - 3. For Structures, they shall be measured according to neat lines shown on the drawings or as altered by the CO, in writing, to fit field conditions.
  - 4. For items that are measured by the linear foot, such as pipe culverts, fencing, guardrail, piping, utilities, and underdrains, measurements shall be made parallel to the base or foundation upon which the structures are placed.
  - 5. For aggregates weighed for payment, the tonnage shall not be adjusted for moisture content, unless otherwise provided for.
  - 6. For standard manufactured items (such as fence, wire, plates, rolled shapes, pipe conduits) identified by gauge, weight, section dimensions, and so forth, such identifications shall be considered the nominal weights or dimensions. Unless controlled by tolerances in cited specifications, manufacturer's tolerances shall be accepted.
- B. Earthwork Tolerances - Adjustments of horizontal or vertical alignment, within the tolerances specified in this contract, or shifts of balance points up to 100 feet shall be made by the contractor as necessary to produce the designed sections and to balance earthwork. Such adjustments shall not be considered as "Changes."



### 1.3 UNITS OF MEASUREMENT

- A. Payment shall be by units defined and determined according to U.S. Standard measure and by the following:
1. Acre: Make longitudinal and transverse measurements for area computations horizontally.
  2. 50lb Bag: Measurement will be for the actual number of 50lb bags of standard bentonite grout.
  3. 94lb Bag: Measurement will be for the actual number of 94lb bags of standard cement or grout.
  4. Cubic Yard (CY): A measurement computed by one of the following methods:
    - a. Excavation, Embankment, or Borrow. The measurement computed by the average end area method from measurements made longitudinally along a centerline or reference line.
    - b. Material in Place or Stockpile. The measurement computed using the dimensions of the in-place material.
    - c. Material in the Delivery Vehicle. The measurement computed using measurements of material in the hauling vehicles at the point of delivery. Vehicles shall be loaded to at least their water level capacity. Leveling of the loads may be required when vehicles arrive at the delivery point.
  5. Each (EA): One complete unit, which may consist of one or more parts.
  6. Gallons (GAL): The quantity shall be measured by any of the following methods:
    - a. Measured volume in container.
    - b. Metered volume by approved metering system.
    - c. Commercially package volume.
  7. Hour (HR): Measurement will be for the actual number of hours (or fraction thereof) ordered by the Contracting Officer and performed by the contractor.
  8. Linear Foot (LF): Measurement of work along its length from point-to-point; parallel to the base or foundation. Do not measure overlaps.
  9. Lump Sum (LS): One complete unit.
  10. Mile: Measured horizontally along the centerline of each roadway, approach, or ramp.
  11. Pound (LB): For sacked or packaged material, measurement will be the net weight as packed by the manufacturer.
  12. Square Foot (SF): Measured on a plane parallel to the surface being measured.
  13. Square Yard (SY): Measured on a plane parallel to the surface being measured.
  14. Ton: Measured as a short ton consisting of 2,000 pounds.

### 1.4 METHOD OF MEASUREMENT

- A. One of the following methods of measurement for determining final payment is designated on the Schedule of Items for each pay item:
1. **ACTUAL QUANTITIES (AQ)** - These quantities are determined from actual measurements of completed work.

2. **DESIGNED QUANTITIES (DQ)** - These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units shown in the Schedule of Items may be authorized under any of the following conditions:
  - a. As a result of changes in the work authorized by the CO.
  - b. As a result of the CO determining that errors exist in the original design that cause a pay item quantity to change by 15 percent or more.
  - c. As a result of the Contractor submitting to the CO a written request showing evidence of errors in the original design that cause a pay item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.
3. **LUMP SUM QUANTITIES (LSQ)** - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They shall not be measured.
4. **STAKED QUANTITIES (SQ)** - These quantities are determined from staked measurements prior to construction.
5. **VEHICLE QUANTITIES (VQ)** - These quantities are measured or weighed in hauling vehicles.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011250

July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS

SECTION 011900 - MOBILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This item is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for payment of premiums for bonds and insurance for the project; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided for under the contract.

1.2 MEASUREMENT AND PAYMENT

- A. The measurement shall be lump sum for mobilization. Payment shall be as follows:
1. Bond premiums will be reimbursed after receipt of the evidence of payment.
  2. 50% of the lump sum, not to exceed 5% of the original contract amount, will be paid following completion of 5% of the original contract amount not including mobilization and bond premiums.
  3. Payment of the remaining portion of the lump sum, up to 10% of the original contract amount, will be paid following completion of 10% of the original contract amount not including mobilization and bond premiums.
  4. Any portion of the lump sum in excess of 10% of the original contract amount will be paid after final acceptance.
  5. Progress payments for mobilization and preparatory work shall be subject to retainage.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 011900

July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals. See Table 013300-1 for a summary of required submittals.
- B. See other specification section within this package for additional requirements on submittal.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. The Contracting Officer (CO) reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on CO's receipt of submittal.
  - 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. CO will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Allow 14 days for processing each re-submittal.
  - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by CO.
  - 3. Include the following information on label for processing and recording action taken:

- a. Project name.
  - b. Date.
  - c. Name and address of Contractor.
  - d. Name of manufacturer.
  - e. Unique identifier, including revision number.
  - f. Number and title of appropriate Specification Section.
  - g. Drawing number and detail references, as appropriate.
  - h. If more than one item is shown on submittal sheet, identify item.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless CO observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- F. Use for Construction: Use only final submittals with mark indicating action taken by CO in connection with construction.

### 1.3 MEASUREMENT AND PAYMENT

- A. No separate measurement and/or payment will be made for this section. Payment shall be included with work shown in the schedule of items.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS – (Submittals requiring CO approval)

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. CO will return two copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Compliance with recognized trade association standards.

- g. Compliance with recognized testing agency standards.
    - C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
      - 1. Preparation: Include the following information, as applicable:
        - a. Dimensions.
        - b. Identification of products.
        - c. Fabrication and installation drawings.
        - d. Roughing-in and setting diagrams.
        - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
        - f. Notation of dimensions established by field measurement.
      - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
    - D. Contractor's Construction Schedule: The contractor shall submit a Construction Schedule, for approval by CO, in accordance with the contract provisions within 5 day of commencement of work.
    - E. Samples: Prepare physical units of materials or products, including the following:
      - 1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- 2.2 INFORMATIONAL SUBMITTALS – (Submittals NOT requiring CO approval)
- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
    - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. CO will not return copies.
    - 2. Certificates and Certifications: Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - 3. Test and Inspection Reports: Comply with requirements in Section 014100 "Quality Control."
  - B. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
  - C. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

- D. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- E. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to CO.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- C. CO will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E. Substitutions – Whenever materials, products, and equipment are listed by name or brand in the specifications and/or on the drawings, it is used as a measure of quality, utility, or standard. If the Contractor prefers to use any other brand or manufacturer of same quality, appearance and utility to that specified, he shall request substitution as provided below, not less than 30 days before the planned installation of the item. The Contracting Officer will approve or disapprove the request for substitution.
- F. Requests for substitutions will only be considered if contractor submits the following:
  - 1. Complete technical data including drawings, complete performance specifications, test data, samples and performance tests of the article proposed for substitution. Submit additional information if required by Contracting Officer. All items in the above information shall be circled, tagged, or marked in some way to indicate all deviations or differences which the proposed item differs from the originally specified item.
  - 2. Similar data as above for item originally specified. All items shall be marked to identify where/how the proposed substitution will differ.
  - 3. A statement by the Contractor that the proposed substitution is in full compliance with the contract documents, applicable codes, and laws.
  - 4. The Contractor shall be responsible for any effect upon related work in the project for any substitution and shall pay any additional costs generated by any substitutions.

- 3.2 SUBMITTAL SCHEDULE – Submittals shall be made as required by and called for in the drawings and specifications. The following table is a summary of the required submittals for the project - the table is to assist the Contractor and may not be all inclusive – additional submittals may be required by specific specifications:

TABLE 013000-1

Spec. Section	Section Title	Subsection	Required Submittal
013300	Submittal Procedures	2.1D	Construction Schedule
014100	Quality Control	1.3 A	Contractor quality control plan
014100	Quality Control	1.3 B	Permits, Licenses, and Certificates
014100	Quality Control	1.3 C	Test and inspection reports
014100	Quality Control	1.3 D	As-Built drawings
033100	Structural Grout	1.2A	Product Data
051200	Structural Steel Framing	1.3A	Product Data
051200	Structural Steel Framing	1.4A	Qualification Data for Installer.
051200	Structural Steel Framing	1.4B	Welding certificates.
051200	Structural Steel Framing	1.4C	Field Quality Control
099600	High-Performance Coatings	1.3.A	Product Data
221100	Water Distribution Systems	1.3A	Product Data
221100	Water Distribution Systems	1.3B	Water Disposal Plan

END OF SECTION 013300

July 2016



USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS

SECTION 014100 - QUALITY CONTROL

PART 1 - GENERAL

1.1 This work shall consist of providing quality control in conformance with the inspection, testing, and product certification requirements of this contract to ensure compliance with the drawings and specifications. The Contractor shall provide all personnel, equipment, tests, and reports necessary to meet the requirements of the contract.

1.2 QUALITY CONTROL

- A. The Contractor shall provide and maintain a quality control system that will ensure all services, supplies, and construction work required under this contract conforms to the contract requirements. The Contractor shall perform, or cause to be performed, the sampling, inspection, and testing required to substantiate that all services, supplies, and construction conform to the contract requirements.
- B. Special Tests and Inspections: Contractor will engage a testing agency to conduct required special tests and inspections. The Contractor shall authorize the testing agency to perform the required testing and inspections on the work completed. The authority shall include:
  - 1. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 2. Testing agency will re-test and re-inspect corrected work.
- C. Retesting/Reinspecting: Contractor shall provide quality-control services for retesting and reinspection for replaced construction work or for work that failed to comply with the requirements under the contract.

1.3 SUBMITTALS

- A. Contractor Quality Control Plan
- B. Permits, Licenses, and Certificates
- C. Test and Inspection Reports
- D. As-Built Drawings

1.4 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for the work included under this section; rather payment shall be considered to be included in the items of work listed in the Schedule of Items.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 QUALITY CONTROL SYSTEM

- A. General: Perform required testing, inspections, sampling, and similar services per direction specified in the contract drawings and specifications and in accordance with established industry standards.

### 3.2 CONTRACTOR QUALITY CONTROL PLAN

- A. At the time of the preconstruction conference, the Contractor shall submit for approval a written Contractor Quality Control Plan.
  - 1. If the plan requires any revisions or corrections, the Contractor shall resubmit the plan within 10 days.
  - 2. The Government reserves the right to require changes in the plan during the contract period as necessary.
  - 3. No change in the approved plan may be made without written concurrence by the Contracting Officer.
  - 4. At a minimum, the plan shall include the following:
    - a. A list of personnel responsible for quality control and assigned duties. Include each person's qualifications.
    - b. A copy of a letter of direction to the Contractor's Quality Control Supervisor outlining assigned duties.
    - c. Names, qualifications, and descriptions of laboratories to perform sampling and testing, and samples of proposed report forms.
    - d. Methods of performing, documenting, and enforcing quality control of all work.
    - e. Methods of monitoring and controlling environmental pollution and contamination as required by all applicable regulations and laws.

### 3.3 TEST AND INSPECTION REPORTS

- A. Submit three copies of complete test results no later than three calendar days after the test was performed.
- B. Submit failing test results and proposed remedial actions within four hours of noted deficiency.
- C. Testing and Inspection Reports shall include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples, tests, or inspections.
  - 5. Names of individuals performing tests and inspections.

6. Reference Specification Section(s).
7. Complete test or inspection data.
8. Test and inspection results and an interpretation of test results.
9. Ambient conditions at time sample was taken, tested, or inspected.
10. Comments or professional opinion on whether tested or inspected work complies with the Contract Document requirements.
11. Name and signature of laboratory inspector.
12. Recommendations on retesting and reinspecting.

### 3.4 PERMITS, LICENSES, AND CERTIFICATES

- A. For Contracting Officer's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations relevant to the on performance of the work.

### 3.5 AS-BUILT DRAWINGS

- A. The Contractor shall maintain a set of the contract drawings depicting as-built conditions. These drawings shall be maintained in a current condition and shall be available for review. All variations from the original contract drawings shall be indicated in red on the drawings. Upon completion of the contract work, as-built drawings shall be submitted to the Contracting Officer.

### 3.6 SAMPLING, TESTING, AND CERTIFICATION REQUIREMENTS

- A. Sampling, testing, and Certification requirements and frequency for specific items shall be as specified in the drawings and specification. The following table is a summary of the required sampling, testing, and certification for the project - the table is to assist the Contractor, but may not be all inclusive – additional submittals may be required by specific specification section:

B.

TABLE 014100-1			
Item	Subsection	Certification or Test Required	Frequency
051200	1.5A	Welding Qualifications	Prior to commencement of work
051200	1.5B	Welding Provisions	Prior to commencement of work
051200	3.5B	Welding Inspection	All field welds

END OF SECTION 014100

July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 024100 - WASTE MATERIAL DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the loading, handling, hauling, and placing of excess excavation material, unsuitable excavation material, clearing and grubbing debris, and construction and demolition debris.

1.2 MEASUREMENT AND PAYMENT

- A. There will be no separate measurement or payment for work in this Section. Waste material disposal is considered incidental to other items of work shown in the Schedule of Items.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 WASTE MATERIAL TO BE HAULED TO A LANDFILL

- A. All demolition materials, garbage, and other refuse generated shall be removed from the project site and legally disposed off of Government property in an approved landfill.
- B. The contractor is responsible for all costs and permits associated with landfill disposal.
- C. The Government is not responsible for waste material upon its departure from the project site.

END OF SECTION 024100  
July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS

SECTION 033020 - CONCRETE FROM PACKAGED DRY MIX FOR MINOR  
STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes constructing small concrete structures such as thrust blocks, pipe supports, and test hole fillers.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement shall be lump sum for the concrete splash pad installed. Measurement and payment shall include clearing and grubbing, construction and compaction of the subgrade, and placing concrete.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete Dry Mix:
  - 1. Design: ASTM C 387, made using dry pre-portioned, blended and bagged mix.
  - 2. Minimum 28-day Compressive Strength: 4000 psi
  - 3. Product: Sakrete Concrete Mix, as manufactured by US Mix Products Company, or an approved equal.
- B. All reinforcement bars shall be deformed billet steel conforming to the requirement of ASTM A615, Grade 60.
- C. Water: Clean and free from alkali and other deleterious materials.

PART 3 - EXECUTION

3.1 CONCRETE INSTALLATION

- A. Mixing:
  - 1. Mix dry concrete and water thoroughly according to the manufacturer.
  - 2. Mixing Equipment: Mechanical mixer or wheel barrow.
  - 3. Place concrete while fresh; any concrete in which initial set has begun shall be wasted.
- B. Placing: Place the fresh concrete in the forms and work as necessary to remove the air pockets.
- C. Finishing: Apply medium trowel finish to exposed concrete surfaces.

- D. Protection From Cold: Keep the air temperature surrounding the fresh concrete above 40°F for a period of five days after the concrete is placed.
- E. Curing: If determined necessary by the Contracting Officer, cover exposed surfaces with plastic sheeting after the concrete has taken its initial set.

END OF SECTION 033020

July 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 033100 - STRUCTURAL GROUT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Providing and installing structural grout.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's literature and data describing the structural grout's compressive strength.

1.3 MEASUREMENT AND PAYMENT

- A. Payment will be Lump Sum for the furnishing and installing the structural grout. This includes, removing existing grout, disposing of existing grout, cleaning area to be grouted, and placing grout.

PART 2 - PRODUCTS

2.1 GROUT

- A. Structural Grout: Five Star High Strength Grout, or an approved equal. In accordance with ASTM C827, high strength, air release technology, and 30 minute work time. Meets the performance requirements of ASTM C 1107-02 Grades A, B and C, ASTM C 1107-07, and CRD-C 621-93 specifications for non-shrink grout over a wide temperature range, 40°F - 90°F (4°C - 32°C).
  - a. Early Height Change: 0.0 to 4.0%
  - b. Hardened Height Change: 0.0 to 0.3%
  - c. Effective bearing Area: 95%
  - d. Bond Strength: 2,000 psi
  - e. Pull-out Strength: 2,400 psi
  - f. Compressive Strength (28 days): 13,000 psi
  - g. Working Time at 70° F: 30 minutes
- B. Water: Potable.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installing structural grout.

1. All surfaces in contact with grout shall be free of oil, grease, laitance and other contaminants. Concrete must be clean, sound and mechanically roughened to coarse aggregate exposure to ensure a good bond. Continuously soak concrete surfaces for 8 to 24 hours prior to application with liberal quantities of potable water, leaving the concrete saturated and free of standing water.
2. Mix grout thoroughly for approximately four to five minutes to a uniform consistency with a mortar mixer (stationary barrel mixer with moving blades). For optimum performance, maintain grout at ambient temperatures between 40°F and 90°F. Use heated or chilled water to help adjust working time. Mix grout with 2¾ to 3¼ quarts potable water per 50 lb. bag. Working time is approximately 30 minutes at 70°F. Follow printed instructions on the package. Always add mixing water first to mixer followed by grout. Do not mix more grout than can be placed within 30 minutes.
3. Grout may be dry packed, wet set or poured into place. Minimum placement thickness for grout is one inch. For pours over 6 inches in depth grout should be extended with a clean damp coarse aggregate meeting the requirements of ASTM C 33.
4. Grout shall be wet cured for a minimum of three days, or coated with an approved curing compound meeting the requirements of ASTM C.
5. Calculate volume of grout used when seal installation is completed. Provide quantity to Contracting Officer for comparison to design quantities.

### 3.2 CLEANUP

- A. Remove and dispose of excavated material and construction debris according to Section 024100 "Waste Material Disposal."
- B. Leave site in as near a natural condition as possible.

END OF SECTION 033100

July 2016



USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Structural steel.
  - 2. Tensioning Existing Tie Rod Assemblies

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Welding certificates.
- C. Field quality-control and special inspection reports.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with applicable provisions of the following specifications and documents:
  - 1. AISC 303.
  - 2. AISC 360.
  - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.6 MEASUREMENT AND PAYMENT:

- A. Measurement and payment shall be lump sum for tensioning the existing tie rod assemblies.
- B. There will be no separate measurement or payment for any other work in this section. Payment for furnishing steel pipe, plates, connects and welding will be covered in Section 221110 Steel Water Pipe.

## PART 2 - PRODUCTS

### 2.1 STRUCTURAL-STEEL MATERIALS

- A. Plate materials: ASTM A-36 Steel.
- B. Welding Electrodes: Use E70XX Electrodes. Comply with AWS requirements.

### 2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH (ASTM A 563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers where needed.
  - 1. Finish: Hot-dip zinc coating.

### 2.3 PRIMER

- A. Primer: Comply with Section 099600 "High-Performance Coatings."

### 2.4 FABRICATION

- A. Structural Steel: Fabricate on site as needed.

### 2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

### 2.6 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
  - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
  - 2. Surfaces to be field welded.
  - 3. Surfaces of high-strength bolted, slip-critical connections.
  - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
  - 5. Galvanized surfaces.
  - 6. Surfaces enclosed in interior construction.

- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
  - 1. SSPC-SP 2, "Hand Tool Cleaning."
  - 2. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

## 2.7 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform shop tests and inspections.
  - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
  - 1. Liquid Penetrant Inspection: ASTM E 165.
  - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
  - 3. Ultrasonic Inspection: ASTM E 164.
  - 4. Radiographic Inspection: ASTM E 94.
- D. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

- B. Baseplates Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Weld plate washers to top of baseplate.
  - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

### 3.3 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Follow appropriate safety protocol when welding galvanized steel pipe such as a source capture device.

### 3.4 TENSIONING TIE ROD ASSEMBLIES

- A. Tensioning of tie rod assemblies using turnbuckles shall comply with ASTM F1145.
- B. The Contractor shall use the manufacturer's approved method for tensioning tie rods.
- C. The tensioning of the tie rod assembly should result in no slack or sag in the rod and should not exceed the manufacturer's recommended tension, or the tension called out on the Drawings.

### 3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.

- B. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
  - 1. AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E 164.
    - d. Radiographic Inspection: ASTM E 94.

END OF SECTION 051200

JUNE 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS  
SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
  - 1. Exterior Substrates:
    - a. Steel.
    - b. Galvanized metal.

1.2 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- C. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

1.4 MEASUREMENT AND PAYMENT

- A. Measurement and payment shall be lump sum for the furnishing and installing high-performance coatings on the existing water tower and on the new overflow pipe.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Benjamin Moore & Co.
  - 2. Devoe Paint Company; Akzo Nobel.
  - 3. Sherwin-Williams Company (The).

- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior High-Performance Coating Schedule or Interior High-Performance Coating Schedule for the coating category indicated.

## 2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
  - 3. Products shall be of same manufacturer for each coat in a coating system.
- C. Colors: As selected by COR from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

### 3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
- B. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### 3.4 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

#### A. Steel Substrates:

##### 1. Epoxy System MPI EXT 5.1F:

- a. Prime Coat: Primer, epoxy, anti-corrosive, for metal, MPI #101.
- b. Intermediate Coat: Epoxy, high build, low gloss, MPI #108.
- c. Topcoat: Epoxy, gloss, MPI #77.

#### B. Galvanized-Metal Substrates:

##### 1. Epoxy System MPI EXT 5.3C:

- a. Prime Coat: Primer, epoxy, anti-corrosive, for metal, MPI #101.
- b. Intermediate Coat: Epoxy, matching topcoat.
- c. Topcoat: Epoxy, gloss, MPI #77.

END OF SECTION 099600

JUNE 2016

USDA FOREST SERVICE, R4  
BUCKBOARD WATER TANK MODIFICATIONS

SECTION 221110 - STEEL WATER PIPE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section shall consist of furnishing and installing the following:
  - 1. Potable water distribution pipe and fittings.
  - 2. Access hatch gasket, just installation (Government furnished).
- B. This Section shall also include the flushing, testing and disinfection of waterlines.
- C. Related Sections include the following:
  - 1. Section 051200 "Structural Steel Framing."

#### 1.2 DEFINITIONS

- A. GSP: Galvanized Steel Pipe.

#### 1.3 SUBMITTALS



- A. Product Data: For the following:
  - 1. Pipe and fittings.
- B. Plan for disposal of water used for testing and disinfection of waterlines.

#### 1.4 QUALITY ASSURANCE

- A. All work is to be completed according to applicable Federal, State and Local codes. This work includes, but is not limited to, materials, installation, testing and disinfection
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. NSF Compliance:
  - 1. Comply with NSF 61 Annex G for materials for water-service piping and specialties for domestic water. All pipes, fittings, fixtures, solder and flux shall meet the 0.25% maximum lead content rules for all wetted components.

#### 1.5 MINIMUM SYSTEM REQUIREMENTS

- A. Unless otherwise noted, the minimum working pressure for piping and specialties shall be 160 psig.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Protect stored piping from moisture and dirt. Elevate above grade.
- C. Protect flanges, fittings, and specialties from moisture and dirt.

#### 1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Government or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify the Contracting Officer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without the Contracting Officer's written permission.

#### 1.8 COORDINATION

- A. Coordinate connection to existing waterlines with Contracting Officer.
- B. Verify piping materials, sizes, entry locations and pressure requirements are compatible with connection point.

- C. Coordinate other utility impacts.

## 1.9 MEASUREMENT AND PAYMENT

- A. Payment will be as listed for the following items:
  - 1. Steel Water Pipe: Linear Feet of pipe of each type and size designated, including attaching the pipe to the tower, welding connections, steel connection plate, fittings, flanges, drain, and #24 mesh screen.
  - 2. Access Hatch Gasket: Payment shall be Lump Sum for the installation of the access hatch gasket. The Government shall furnish the gasket material.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. All waterlines, pipes, and fittings shall be new and unused, of the type, pressure rating or class, and size specified and as shown on the Drawings.

### 2.2 PIPES AND FITTINGS

- A. Galvanized Steel: ASTM A53, Schedule 40, threaded ends meeting ASME B1.20.1.
  - 1. Fittings: Threaded, ASTM A 338.

### 2.3 PIPING SPECIALTIES

- A. Dielectric Fittings: Combination of copper alloy and ferrous; threaded, solder, or plain end types; and matching piping system materials.
  - 1. Dielectric Unions: Factory-fabricated union assembly, designed for 250-psig minimum working pressure at 180 deg F. Include insulating material that isolates dissimilar metals and ends with inside threads according to ASME B1.20.1.
  - 2. Dielectric Flanges: Factory-fabricated companion-flange assembly, for 160- or 300-psig minimum working pressure to suit system pressures.
  - 3. Dielectric-Flange Insulation Kits: Field-assembled companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
    - a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.
  - 4. Dielectric Couplings: Galvanized-steel couplings with inert and noncorrosive thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 deg F).
  - 5. Dielectric Nipples: Electroplated steel nipples with inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig minimum working pressure at 225 deg F.

- B. Mesh Screens

1. Insect Screens

- a. For Water Storage Tank and Spring Development Drains and Overflows: 24-mesh woven wire cloth, type 304 stainless steel standard grade, non-corrodible.

## 2.4 ACCESS HATCH GASKET

- A. Access Hatch Gasket: Government furnished gasket material; sheet or rolled. Contractor shall cut to fit and install

## PART 3 - EXECUTION

### 3.1 PIPING INSTALLATION

- A. Construct the water system to the lines and grades shown or established in the field.
- B. All waterline shall be graded to drain.
- C. All pipe, fittings, and appurtenances shall be handled and installed in strict conformance to the manufacturer's recommendations.
- D. Drains, valves, and other regulating and controlling devices shall be installed in the line where called for on the drawings.
- E. The interior of all pipe, fittings, and other accessories shall be kept as free as possible from dirt and foreign matter at all times. Each piece of line as it is laid shall be cleaned of all debris. When the pipeline has become dirty on the inside during shipment or storage, it shall be swabbed out by drawing a damp swab through the line before placing in trench. Care shall be exercised to keep all joining surfaces clean. Any pipe with contaminated or damaged joining surfaces, which cannot be satisfactorily cleaned or repaired, shall be discarded. Under no circumstances shall pipe be installed in water, and no pipe shall be installed when trench conditions or the weather is unsuitable for such work. At all times when work is not in progress, all open ends of the pipe and fittings shall be securely closed to the satisfaction of the Contracting Officer so that no trench water, rodents, earth, or other substance will enter the pipe or fittings.
- F. Any section of pipe already installed and found to be defective shall be removed and replaced with new pipe at the Contractor's expense.
- G. Cutting and Handling of Pipe
  1. Cutting of pipe for closure pieces or for other reasons shall be done in a neat manner by methods, which will not damage the pipe. The pipe and fittings shall be handled in such a manner as to insure delivery and final placement in good, undamaged condition. Particular care shall be exercised not to injure the pipe surfaces or coatings. Damaged pipe shall not be used in the work.
- H. Pipe Joints

1. Joints shall be made, using jointing materials and applied with the proper accessories, in accordance with the manufacturer's instructions. Completed joints shall be watertight, and capable of passing the required hydrostatic testing. If pipe and fittings are assembled with a lubricant, it must be nontoxic.
2. Dissimilar Joints: Connections between two dissimilar pipes or fittings shall be installed in manner recommended by the pipe manufacturer and approved by the Contracting Officer. Use adapters compatible with both piping materials, outer diameters and system working pressure.
3. Threaded Metal Joints:
  - a. Thread pipes with tapered pipe threads according to ASME B1.20.1, apply tape or joint compound, and apply wrench to fitting and valve ends into which pipes are being threaded.
  - b. Exposed threaded pipe joints on galvanized steel pipe shall be painted with mastic following the manufacturer's application procedures.
  - c. Field cut ends shall be squared off by grinding or filing; ends shall be reamed with all chips and flakes removed.
  - d. Field cut threads or machined joints shall be made with sharp tools to sharp finished ends.
    - 1) Note: pipe joints and fittings shall be welded together. The joints can be threaded together first, but then need to be welded and watertight.

### 3.2 ACCESS HATCH GASKET INSTALLATION

1. The Contactor shall cut and fit the Government furnished gasket material (sheet or rolled) to the existing hatch on the top of the water tank.
2. The gasket shall be attached with a waterproof adhesive that bonds to metal. The adhesive shall have a tensile strength of at least 900 psi and capable of withstanding temperatures of 300 degrees Fahrenheit.

END OF SECTION 221100  
July 2016

C- 1 Price Range. Government Cost Estimate, per FAR 36.204, \* under \$25,000, more specifically towards the higher end of this range.

## C- 2 Biobased Product Utilization

The Contractor must comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, “*Federal Leadership in Environmental, Energy and Economic Performance*,” dated October 5, 2009; EO 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” dated January 24, 2007; and Presidential Memorandum, “*Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement*,” dated February 2012, to provide biobased products.

The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer’s Representative (COR).

The following is an example list of products that may be used in this contract for which biobased products are available. The list is not all inclusive. It is desirable that Contractors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

### (\*Sample of biobased products for construction projects)

Grease Removers	Insulating Foam	Concrete and Asphalt
Release Fluids		
Fluid-filled Transformers	Wood and Concrete Sealers	Composite Panels
Adhesive and Mastic Removers	Carpets	Roof Coatings
Hydraulic Fluid	Water Tank Coatings	

### (\*Sample of biobased products for building mtce – light construction projects (Operations and Maintenance))

Hydraulic Fluids	Penetrating Lubricants	Concrete and Asphalt
Release Fluids		
Absorbents	Diesel Fuel Additives	Greases
Dust Suppressants	2-Cycle Engine Oil	Wood and Concrete
Sealers		
Fertilizers	Roof Coatings	Water Tank Coatings
Adhesive and Mastic Removers	Cleaners	Sorbents
Floor Finish	Floor Stripper	Composite Panels
Insulating Foam	Sealers	Carpet
Metalworking Fluids	Graffiti and Grease Removers	Stain Removers
Degreasers	De-icers	

Biobased products that are designated for preferred procurement under USDA's Biopreferred Program must meet the required minimum biobased content as stated in the USDA Final Rule available at [www.biopreferred.gov](http://www.biopreferred.gov). The Contractor should provide data for their biobased products such as biobased content and source of biobased material.

In addition to the biobased products designated by the U.S. Department of Agriculture in the Biopreferred Program, the Contractor is encouraged to use other commercially available biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of this contract (see Experience Questionnaire, pages \*\*).

Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes (see Section I, FAR Clause 52.223-2).

Within thirty (30) days of contract award, the Contractor shall submit an Operation Plan. This submittal will be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing. The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

- The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.
- Detail on how the Contractor intends to keep abreast of the development and increasing availability of designated and non-designated biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.
- Proposed biobased construction products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

- The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data shall be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product.

### **C-3 – Catalog Cuts**

Catalog cuts shall contain manufacturer's description, specifications and sketches of the material and equipment provided. The catalog cut shall contain sufficient information, which can be used to determine compliance with these specifications. Clearly indicate selected item and components being proposed.

### **C-4 – Hazardous Material Identification**

Submit Material Safety Data Sheets (MSDS) for any materials defined as hazardous under the most current revision of Federal Standard 313. Two copies of each MSDS shall be submitted to the Contracting Officer no later than the delivery date of the product.

### **C- 5 Government-Furnished Property: Gasket Material**

### **C- 6 Drawings**

See Section J for the listing of Drawings that are incorporated into this solicitation and any resultant contract.

### **C-7 - AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

### **C-8 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION. (MAY 2012)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**NOTE: Offeror's are cautioned to carefully review these Project Specifications prior to submission of offers. All specifications contained in Section J are binding on the parties signing the contract.**

## **PART I - THE SCHEDULE**

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - <http://www.acquisition.gov/far>

Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.246-12 Inspection of Construction (AUG 1996)

**E-2 INSPECTION AND ACCEPTANCE:** Periodic field inspections will be made by the Contracting Officer's Representative (COR). Work not completed to contract standards shall be rejected and reworked without additional compensation to the Contractor.



## **PART I - THE SCHEDULE**

### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **F- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - <http://www.acquisition.gov/far>

Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work (APR 1984)

#### **F- 2 AGAR 452.211-74 Period of Performance (FEB 1988) (DEVIATION)**

The period of performance of this contract is from \* August 2016 through \* 30 Calendar Days. The anticipated start date is August 22, 2016. The time stated for completion includes final cleanup of the premises.

#### **F-3 AGAR 452.236-75 MAXIMUM WORKWEEK-CONSTRUCTION SCHEDULE. (NOV 1996)**

Within 2 (two) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved will be negotiated.  
(End of clause)

## **PART I - THE SCHEDULE**

### **SECTION G - CONTRACT ADMINISTRATION DATA**

**G-1 MEASUREMENT OF PAYMENT:** Units of measurement shall be as indicated in the Schedule of Items. Designated Method of Measurement:

DQ - Designed Quantities, AQ - Actual Quantities, LSQ - Lump Sum Quantities,  
SQ - Staked Quantities, CQ - Contract Quantities

**G-2 CONTRACTING OFFICE:** The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number. Communications shall be directed to:

Utah Acquisition Support Center  
Elouise Fowler  
2222 West 2300 South, 2nd Floor  
Salt Lake City, UT 84119-2020  
Phone: 801-975-3367 - E-Mail: [efowler@fs.fed.us](mailto:efowler@fs.fed.us)

### **G-3 Contract Administration**

(a) **CONTRACTING OFFICER** means a person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings. The Contracting Officer signs all contractual documents, approves and signs all modifications to contracts, processes and approves payment requests, reviews and makes final decisions on contractual discrepancies, and administers the contract. The Contracting Officer is the only authorized individual to make changes to a contract.

(b) **CONTRACTING OFFICER'S REPRESENTATIVE.** The Contracting Officer will designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR) or, alternatively, as the Engineer, who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the pre-work conference. The Contractor is cautioned to read the COR designation because certain authority under the contract is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the contract shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

(c) **CONTRACTOR'S REPRESENTATIVE.** Any representative of the Contractor shall be designated in writing. The designation shall clearly indicate the name and limitations of authority, if any, of the representative.

**CONTRACTING OFFICER'S REPRESENTATIVE:** The awarded base contract will have a Contracting Officer's Representative (COR) designated by appointment letter. Each awarded task order may have an individual Contracting Officer's Representative (COR) designated by appointment letter.

**G-4 SUBCONTRACTS:** Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer, including a signed SF-1413 and report the percentage of subcontracting performed on this project (See Exhibit #4).

**G-5 GOVERNMENT FURNISHED PROPERTY:** Government Provide Gasket Material for Item 221110-2 on the Schedule of Items.

**G-6 AGAR 425.215-73 POSTAWARD CONFERENCE. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a time and location to be determined.

**G-7 INVOICE PROCESSING PLATFORM (IPP)**

The Forest Service is utilizing the Invoice Processing Platform (IPP) for the electronic submission and tracking of contracts/purchase orders, invoices, and payment information. IPP is a secure Government-wide, Web-based invoice processing service. Visit <http://www.ipp.gov> to learn more.

**Upon award of a contract,** Contractors will be enrolled automatically. Contractor will subsequently receive electronic notification from IPP of enrollment. IPP password will be delivered electronically to allow first login to IPP. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

## **PART I - THE SCHEDULE**

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - <http://www.acquisition.gov/far>

Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

#### **AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

#### **H- 2 Use of Premises**

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

#### **H - 3 AGAR 452.237-74 Key Personnel (FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel: \* Superintendent or Project Manager

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

**H- 4 WAGE DETERMINATION:** The wage determination applicable to this contract resulting from this solicitation is determined by the location of the Contractor's establishment. See Section J, J- 2, Wage Determination.

**H- 5 AGAR 452.236-77 Emergency Response (NOV 1996)***(a) Contractor's Responsibility for Fire Fighting.*

(1) The Contractor, under the provisions of FAR clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.

(2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

*(b) Contractor's Responsibility for Notification in Case of Fire.* The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

*(c) Contractor's Responsibility for Responding to Emergencies.* When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes Clause, FAR 52.243-4.

**H- 6 Incidental Payment Items:** The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

**H- 7 Conformity With Drawings and Specifications**

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

**H- 8 Samples, Tests, Cited Specifications**

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

**H- 9 - Site Superintendent**

It shall be the responsibility of the Contractor to provide a responsible site superintendent to represent the Contractor in the field in all matters under this contract including, but not limited to construction, day-to-day coordination of activities, control over employees and subcontractors, and coordination with local Government personnel. The site superintendent shall be designated in writing. They shall be available on site in person to respond to any and all problems during normal working hours. The site superintendent shall be responsible for on-site Quality Control.

Site superintendent shall maintain on site a file containing the following project documents.

- Executed Copy of the Contract
- Contract Drawings
- Contract Specifications
- Quality Control Plan – (up to date)
- As-Built Drawing – (up to date) if required
- Work Orders
- Modifications

This file shall be maintained and available to the Contracting Officer upon request. If the Site Superintendent is replaced, the existing Superintendent shall review all documents and ongoing issues with the new Superintendent.

**H-10 Designation of Contracting Officer Representative**

Prior to the commencement of work, the COR will be designated. The COR is responsible for administering the performance of the work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by the Contracting Officer prior to the completion of this contract.

**H-11 Prework Conference:** Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### **I- 1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2015)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.222-3	Convict Labor (JUNE 2003)
52.222-6	Construction Wage Rate Requirements (MAY 2014)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (MAY 2014)
52.222-9	Apprentices and Trainees (JULY 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination--Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-55	Minimum Wages Under Executive order 13658 (DEC 2015)

52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JULY 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.227-4	Patent Indemnity--Construction Contracts (DEC 2007)
52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.243-4	Changes (JUNE 2007)
52.245-1	Government Property (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-21	Warranty of Construction (MAR 1994)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.224-70	Confidentiality of Information (FEB 1988)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)



452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)

452.236-76 Samples and Certificates (FEB 1988)

## **I- 2 FAR 52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)**

(a) *Definition.* “Data Universal Numbering System (DUNS) number,” as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

## **I – 3 FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**

(a) *Definitions.* As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

*(b) Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

#### **I-4 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)**

(a) *Definitions.* As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.  
*[Contractor to sign and date and insert authorized signer's name and title].*

#### **I-5 FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

#### **I-6 FAR 52.223-20 Aerosols (JUN 2016)**

(a) Definitions. As used in this clause—

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list

of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

#### **I-7 FAR 52.223-21 Foams (JUN 2016)**

(a) Definitions. As used in this clause—

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

#### **I-8 FAR 52.225-9 Buy American--Construction Materials (MAY 2014)**

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—

- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

- (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or



(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;  
(B) Unit of measure;  
(C) Quantity;  
(D) Price;  
(E) Time of delivery or availability;  
(F) Location of the construction project;  
(G) Name and address of the proposed supplier; and  
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>	_____	_____	_____
Foreign construction material	_____	_____	_____
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]  
 [Include other applicable supporting information.]  
 [\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

#### **I-9 FAR 52.236-7 Permits and Responsibilities (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**I-10 Order of Precedence—Construction:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the Specifications) (Sections A-H).
- (b) The representations and other instructions (Sections K and L).
- (c) Contract clauses (Section I).
- (d) Special Project Specifications.
- (e) General Specifications.
- (f) Drawings and Exhibits (Section J).

### **PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

**The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).**

**J- 1    Experience Questionnaire, page 60-62**

**J- 2    Wage Rate Decision No: WY160032, dated 01/08/2016 WY32, \* pages 63-65.**

**J- 2    Specifications, page 5-36**

**Attachment 1: 4 Drawings Buckboard.Water.Tank.Final\_ANF**

**Attachment 2: SF 1413 Statement and Acknowledgement**

USDA Forest Service  <b><u>EXPERIENCE QUESTIONNAIRE</u></b>  Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)		3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	
4. How many years do you or your firm have in the line of work contemplated by this solicitation?			
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

- 8a. Have you ever failed to complete any work awarded to you?    ☐ Yes    ☐ No  
 8b. Has work ever been completed by performance bond?        ☐ Yes    ☐ No  
 8c. Did you look at the project site(s) on-the-ground?            ☐ Yes    ☐ No  
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:


**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_

b. Are employees regularly on your payroll: [ ☐ ] Yes [ ☐ ] No

c. Specify equipment available for this contract: \_\_\_\_\_

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business: (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

**CERTIFICATION**

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

**EXPERIENCE QUESTIONNAIRE CONTINUED**

\*(Biobased Products: See FAR Subpart 23.4; – required in operations and maintenance (bldg. mtce) procurements as well as all construction procurements. Also see list of designated items at <http://www.biopreferred.gov>.) – **CO edit as needed**

**The following is added:**

**Biobased Products**

Offeror shall identify the biobased products to be purchased and used under this contract. For each biobased product, specify the name of the manufacturer, cost of each product, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. For each biobased product, the Offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the Offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The Offeror shall document prior experience in specifying, purchasing, using, and installing biobased products. The Offeror shall provide a list of all relevant contracts over the past 3 years involving the specification, purchase, and/or use of biobased products. The Offeror shall include a list of the biobased products specified, purchased, used, and installed.

The above information shall be provided for all proposed subcontractors in the same format and level of detail as prescribed for the Offeror.

Attach additional sheets, as necessary.

## J-2

General Decision Number: WY160032 01/08/2016 WY32

Superseded General Decision Number: WY20150032

State: Wyoming

Construction Type: Heavy

County: Sweetwater County in Wyoming.

## HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/08/2016

\* IRON0732-016 06/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	17.70

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SUWY2011-029 01/25/2011

	Rates	Fringes
CARPENTER.....	\$ 23.19	3.52
ELECTRICIAN.....	\$ 25.70	7.85
LABORER: Common or General.....	\$ 14.00	1.77
LABORER: Pipelayer.....	\$ 14.97	1.81
OPERATOR: Backhoe.....	\$ 18.92	3.54
OPERATOR: Excavator.....	\$ 17.67	3.97
OPERATOR: Forklift.....	\$ 22.34	4.72
OPERATOR: Grader/Blade.....	\$ 20.13	0.00
OPERATOR: Loader (Front End)....	\$ 16.40	4.28
OPERATOR: Trackhoe.....	\$ 19.62	2.56
SHEET METAL WORKER.....	\$ 21.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 19.00	1.86
TRUCK DRIVER: Flatbed Truck.....	\$ 16.00	3.11
TRUCK DRIVER: Water Truck.....	\$ 17.00	1.37

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

#### **K- 1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov>

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

#### **K – 2 FAR 52.204-8 Annual Representations and Certifications (APR 2016)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238190.

(2) The small business size standard is \$ 14.0.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set-aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II, and III). This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20 Predecessor of Offeror.

☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K – 3 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a

determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**K- 4 FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

#### **L- 1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations - <http://www.acquisition.gov/far>

Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

52.204-16 Commercial and Government Entity Code Reporting (JUL 2015)

#### **L- 2 FAR 52.204-7 System for Award Management (JUL 2013)**

(a) *Definitions.* As used in this provision--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;



(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <http://www.acquisition.gov>.

### **L- 3 AGAR 452.204-70 Inquiries (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

### **L- 4 Facsimile Proposals and E-Mail Proposals**

(a) Definition. "Facsimile Proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Definition. "E-Mail Proposal," as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via e-mail.

(c) Offers **may** submit facsimile proposals. Proposals received by fax will be considered.

(d) **Email proposals as responses to this solicitation are authorized. If proposals are submitted via email, the following language shall appear in the email subject line: "This is a response to Solicitation AG-84N8-S-16-0144."**

### **L- 5 FAR 52.215-5 Facsimile Proposals (OCT 1997)**

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: \* 801-975-3483, Attn: Lu Fowler

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**L- 6 FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)**

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**L- 7 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goals for minority participation for each trade: 5.1%**

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Flaming Gorge NRA, Flaming Gorge Range District, Ashley National Forest, Sweetwater County, Wyoming.

#### **L- 8 FAR 52.225-10 Notice of Buy American Requirement--Construction Materials (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

**L- 9 AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)**

There is no Site Visit scheduled for this solicitation. If you have any questions or concerns< please contact the technical point of contact below:

Lance Valentine, 435-790-5988, [lvalentine@fs.fed.us](mailto:lvalentine@fs.fed.us)

**L-10 FAR 52.252-3 Alterations in Solicitation (APR 1984)**

Portions of this solicitation are altered as follows: pre-bid conference

AGAR 452.237-71 - Pre-Bid/Pre-Proposal Conference (FEB 1988)

**L-11 FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L-12 QUESTIONS AND CLARIFICATIONS**

Questions and/or Clarifications. All questions and/or clarifications should be made in writing to Contracting Officer no later than **Tuesday, August 10, 2016 by 1:00 p.m. Mountain Time.**

All questions, answers and clarifications from the site visit or submitted questions will be incorporated into the solicitation by amendment(s). No questions or clarifications will be received after this date.

**Address:** Elouise Fowler  
Utah Acquisition Support Center  
2222 West 2300 South  
Salt Lake City UT 84119-2020

**Email:** [efowler@fs.fed.us](mailto:efowler@fs.fed.us)

**L-13 PREPARATION OF PROPOSALS - CONSTRUCTION (FAR 52.236-28)(OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including –

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

## **L-14 INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL PACKAGE**

General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

Offerors shall submit their proposal(s) in the following format and the quantities specified:

- 1 copies of the completed, signed offer (Sections A through K of the solicitation package)
- 1 copies of the technical proposal (1 original; 1 copies - **No price Information included.**)
- 1 original of the business/cost proposal

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this Request for Quotation.

## **L-15 Technical Proposal Instructions.**

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

At a minimum, the proposal must clearly provide the following:

1. **Technical Capability and Experience** – In addition to completing the Experience Questionnaire (Exhibit 1), The offeror should also provide:
  - (a) Offeror shall provide a written narrative describing their technical capability in performing chip seal (bituminous surface treatment and seal coat).
  - (b) Offeror shall provide a written narrative that outlines the offeror's experience performing similar types of chip seal (bituminous surface treatment and seal coat) projects performed.

- (c) Offer shall provide a description of their quality assurance plan and protocols and how they will be applied in performing chip seal (bituminous surface treatment and seal coat).
  - (d) If applicable, Offeror shall provide a list of Subcontractors and the type of work they will be performing. If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors.
2. **Past Performance** - Offerors shall provide information on at least five (5) recent and relevant contracts and/or subcontracts currently in process or completed by your firm in the past 5 years. Include contracts entered into with Federal, State and local governments and commercial customers. Evidence shall be provided specifically for projects where road reconditioning, repair, decommissioning, reconstruction, culvert work, and road milling were performed. Include:
- a. contract number,
  - b. project name and description
  - c. initial and final contract price
  - d. contract dates and duration
  - e. customer contact information (*contracting officer, contracting officer's representative, or customer name*) with contact person and phone number,
  - f. description of the job including your role and scope in the project,
  - g. name and contact information of program manager for each project, and
  - h. any problems encountered in performance of the work, including corrective actions taken and subcontractors used (if any).

The Government may also use past performance information obtained from sources other than those identified by the offeror and may contact a sample of your past customers concerning the Quality of Services, Performance, Technical Capabilities, Scheduling, Cost Controls, and Customer Satisfaction. The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

Firms lacking past performance will receive a neutral rating. For those contracts with less than positive performance, you are encouraged to provide a description of the problems and the efforts made to correct and to prevent future occurrences.

#### **L-16 Cost or Pricing Instructions**

Pricing must be submitted separate from the Technical Proposal. This criterion will (1) consider price reasonableness, and (2) be used to help determine the offeror's understanding of the work.



## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION M - EVALUATION FACTORS FOR AWARD**

#### **M - 1 AWARD DETERMINATION**

Award will be made to the responsible offeror submitting a quote which conforms to the solicitation and whose proposal is determined to be most advantageous and the best value to the Government considering factors and any subfactors listed in this provision.

Award may be made without further discussions. Quotes should be submitted initially on the most favorable terms from a price and technical proposal standpoint, which the offeror can submit to the Government. However, the Government may, after evaluation of quotes, conduct further oral or written discussions as appropriate.

The Government reserves the right to make technical/price trade-offs that are in the best interest and to the advantage of the Government. The Contracting Officer reserves the right to make award to either a lower cost/price, lower-scored offeror or a higher-rated, higher-cost/price offeror based on a rational tradeoff between evaluation factors other than cost or price and cost or price.

A cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

The following factors will be considered in evaluating proposals and making the source selection and **are listed in descending order of importance**. Failure to adequately address any item or sub-item could reduce an offeror's rating.

#### **FACTOR 1: Technical Capability and Experience**

This factor evaluates the offeror's experience and technical capability offered to accomplish the work. In evaluating the offeror's technical capability, the Government will consider the experience of the entity, the key personnel, and any subcontractors proposed. In evaluating the experience, the Government will consider the offeror's length and depth of experience proposed and the equipment to be used to determine the likeliness of success in performing chip seal (bituminous surface treatment and seal coat).

#### **FACTOR 2: Past Performance**

This factor evaluates the offeror's past performance (1) to determine how relevant and recent the effort accomplished by the offeror is to the effort to be acquired through this procurement, and (2) to determine how well the offeror has performed on the contracts by reviewing the past performance narrative and by gathering information from current and previous customers of the offeror. Of particular importance is demonstrating satisfactory past performance Quality of Services, Performance, Technical Capabilities, Scheduling, Cost Controls, and Customer Satisfaction.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included in the provided narrative or references. Additionally, personal experience and evaluator knowledge of the offeror's performance may be utilized.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both a similar efforts, and the length and scope, number, and complexity. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

**NOTE:** *In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.*

**PRICE:** Price will not be rated. All evaluation factors other than cost or price, when combined, are slightly more significant than cost or price. As the difference between technical rating decreases, price will increase in relative importance.